## NOTES OF CASES.

PAYMENT OF EXISTING DEBT WITH EMBEZZLED CURRENCY.—The Supreme Court of the United States has held in *Rankin* v. *Chase* Nat. Bank, 22 Supreme Court Reporter, 372, that one who has, in good faith, received money in payment of an existing debt, cannot be compelled to make repayment because it subsequently appears that such currency had been embezzled by the party who made the payment.

BIBLE READING IN PUBLIC SCHOOLS.—In denying a petition for rehearing, the Supreme Court of Nebraska, in the case of *State* v. *Scheve*, 93 Northwestern Reporter, 169, holds that the law does not forbid the use of the Bible in the public schools, nor did their previous opinion hold to that effect. The question as to whether it is expedient to have the Bible read is one for the school authorities, and the courts may only rightfully interfere where those who are privileged to use it have misused the privilege by attempting to propagate their own peculiar theological or ecclesiastical views and opinions.

CARRIERS—DEFECTIVE TRANSFER TICKET.—That a passenger is not presumed nor bound to know the meaning of the various figures, abbreviations, punch marks, and other mystic symbols found upon the usual transfer ticket, is upheld by the Supreme Court of Indiana, in the case of *Indianapolis St. Ry. Co.* v. *Wilson*, 66 Northeastern Reporter, 950. The court further holds that where a transfer ticket is defective through the mistake or fault of the conductor of the car from which the passenger was transferred, the company is liable for the forcible expulsion of the passenger, and that the burden of ascertaining that the ticket is properly made out is not upon the latter.

BAILMENTS—BATHHOUSE AS BAILEE FOR HIRE OF CUSTOMERS' VALUABLES. The Supreme Court of Nebraska has held, in the case of *Bath Co.* v. *Allen*, 92 Northwestern Reporter, 354, that the keeper of a bathhouse is a bailee for hire of the valuables which customers may deposit at their invitation in places provided by them before using the baths, and that they are therefore liable for the loss of said property, even though no direct charge be made and paid for the care of said valuables. The court cites many interesting cases holding that whatever a person generally carries with him, and which must necessarily be laid aside in a store or other place while making and examining purchases, is presumed to be laid aside by the invitation to come and purchase, and that the care of the property would ordinarily be within the authority of the salesman assigned to wait upon the customer, and would be part of the transaction in which he is authorized to represent his employer.

EQUITY PRACTICE—INJUNCTION AGAINST STRIKERS.—In the case of *Union Pacific R. Co.* v. *Ruef et al.*, 120 Federal Reporter, 102, Judge McPherson clearly sets forth the rights of all parties to a labor strike, and indicates the

length to which a court of equity will go in protecting the property rights of the employer. The right to establish pickets by a labor organization is sustained, provided no violence is used or any manner of coercion or intimidation. The action of the labor organizations in undertaking to prevent the employer from engaging the services of nonunion men, by preventing these men from entering or remaining with the employer, by assaulting or intimidating them by means of picketing and threats, is declared to be an illegal invasion of both the property rights of the employer and the personal rights of the workmen, and is enjoined. The court also upholds and protects the right of freedom of contract between employer and employé, the right of every person to hire and discharge men at pleasure, and the right of every man to work and quit work at his pleasure, both subject to liability for damages for breach of contract.

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INSURANCE—DOUBLE INSURANCE—PRORATING.—1. Where insured takes out two policies insuring the same property, but one of them covers other property also, without stating how much insurance applies to each property, it is not a case of double insurance, and the policies do not prorate.

2. An owner of a building placed insurance on building and contents, with the privilege to make an addition, "and this policy to cover on and in same." He made an addition, placing specific insurance on the addition and contents. The latter policies provided that the insurer should not be liable for a greater proportion of any loss than the amount "hereby insured" should bear to the whole insurance. The old building was slightly damaged, but the damage to the addition was less than the amount of specific insurance on it. The contents of the addition were damaged to a greater amount than the specific insurance, and the insurance on the old building and contents was much greater than the damage. *Held*, that the loss on the addition and the contents must be borne by the specific insurance taken out after the addition was constructed, and that the other policies did not prorate with such specific policies in bearing the loss upon the addition and contents. *Meigs* v. *Ins. Co. N. America* (Pa.), 54 Atl. 1053. Following *Sloat* v. *Royal Insurance Co.*, 49 Pa. 14, 88 Am. Dec. 477; *Clarke* v. *Western Assurance Co.*, 146 Pa. 561, 23 Atl. 248, 15 L. R. A. 127, 28 Am. St. Rep. 821, and disapproving *Ogden* v. *East River Ins. Co.*, 50 N. Y. 388, 10 Am. Rep. 392.

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COMPROMISE AND SETTLEMENT—REQUISITES—CONSIDERATION.—1. The compromise of a doubtful claim is a sufficient consideration for a promise to pay money for the settlement of such claim, and it is immaterial upon which side the right ultimately proves to be.

2. The surrender of a groundless claim, which is known by both parties to be unenforceable, is not a sufficient consideration to uphold a promise to pay money for the settlement of such a claim.

3. To support such a promise the claim must be made in good faith, with a belief by the claimant that there is some chance of its successful enforcement. It is necessary that the parties should at least have supposed, at the time of the compromise, that the validity of the claim made was doubtful, either on account of uncertainty as to what facts might be proved or as to the law applicable thereto. *Melcher* v. *Insurance Company of Penna.* (Maine), 55 Atl. 411. Citing,